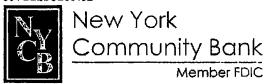
Case 1-21-42248-ess Doc 38-3 Filed 12/09/21 Entered 12/09/21 14:28:50

EXHIBIT B

DocuSign Envelope ID: 8CB68D49-12B4-4AEF-8FC5-FDBEDCEC845E



10/5/2020

Spl Partners LLC 155 1st Street Mineola NY 115014055

COVID-19 RELIEF AGREEMENT - INTEREST ONLY FOR 6 MONTHS

RE: Loan # 4184	New York Community Bank Loan ("NYCB")
with <u>Spl Partners LLC</u> Collateral: 9201 4TH AVE BROO	OKLYN NY 112090000
Dear Borrower:	
You have identified to NYCB, an	d by your execution below represent and warrant to NYCB, that your case

You have identified to NYCB, and by your execution below represent and warrant to NYCB, that your cash flow due to the recent COVID-19 pandemic has been adversely impacted. Based on review of your existing loan terms and projected loss of cash flow, NYCB will agree to temporary relief on the terms and conditions set forth herein:

Borrower's obligation is to make interest only payments on a monthly basis for the payments $\frac{10/1/2020}{\text{through}} \frac{3/1/2021}{\text{shall resume with the payment due }}$. Regular monthly payments of principal and interest ...

Borrower's obligation to make escrow payments for the above period continues and is not suspended. Borrower hereby agrees that payment of escrow as well as maintaining a borrower operating account with NYCB are conditions of granting temporary relief.

The undersigned parties acknowledge their obligations under the Notes, Mortgages and related toan documents and agree that the principal amount due under the loan not including interest, late charges and other charges is as follows:

s 15,560,099.74

The modifications set forth in this letter are expressly and strictly conditioned on the Borrower's and any guarantor's continued compliance with all other terms and conditions of the loan documents executed in connection therewith and the timely payment of each and every payment due under the note as herein modified. Upon any event of default, in addition to any other remedies to with Lender may be entitled, the payments due under the Note shall immediately be restored to the amounts due had this amendment not been executed and shall be immediately due and payable.

No distributions of any kind or repayments of debt may be made by Borrower to any affiliate, member, officer, shareholder, guarantor or any person or entity related to or affiliated with the Borrower or the Guarantors, until all Deferred Payments are paid to NYCB.

In consideration of the relief herein provided, each of the undersigned hereby releases and discharges NYCB and its successors, assigns, parents, subsidiaries, affiliates, principals, directors, shareholders, employees, attorneys and/or agents from all actions, causes of action, suits, debts, dues, sums of money, accounts, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, execution, claims and demands, whatsoever, in law, or equity, which they may, have for, upon or by reason of any matter, cause or thing whatsoever whether or not presently known, suspected, contemplated or anticipated, from the beginning of the world to the day and date of this release.

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Except as modified by this Letter, all terms and provisions of the Note and each Loan Document and each and every document, security agreement and/ or mortgage executed in connection with the Loan remains unmodified and in full force and effect, and each of Borrower, Guarantor and Lender hereby ratify and confirm each and all of such terms and provisions.

Please be advised that nothing herein or in any previous and subsequent discussions and communications between the parties shall be deemed to be a waiver or estoppel of the Bank's rights and remedies under the loan documents should circumstances, actions or inactions or other defaults cause the Bank to cancel the above repayment terms.

By signing below, each undersigned party acknowledges and agrees that the loan documents remain in full force and effect, without modification except as specifically set forth herein. The accommodation made by the Bank hereunder is a proactive and preemptive response to the Borrower's expressed financial difficulties caused by COVID-19. In the event action is taken at the federal or state level to provide relief to borrowers, generally, the accommodations provided herein shall not be in addition to any such mandated relief. Instead, at the Bank's option, any mandated relief will replace the accommodations set forth herein.

Sincerely, New York Community Bank

CERTIFIED, AGREED AND CONSENTED TO:

Entity Name:	Spl Partners LLC	Entity Name: NE	W YORK COMMUNITY BANI —Bocusigned by:
Signed By:	DEMETRIOS SPIROPOULOS 9028C71DB2334B7	Signed By:	Mitchel Baffa.
Signer's Name	DEMETRIOS SPIROPOULOS	Signer's Name:	
Date Signed:	10/7/2020	Date Signed:	10/7/2020

Its duly authorized signatory